

April 29, 2021

Draft 9

**AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY
PURSUANT TO 1984 PA. 425
BY AND BETWEEN THE TOWNSHIP OF DeWITT AND THE CITY OF LANSING**

This Agreement ("Agreement") made this _____ day of _____, 2021, between the **CHARTER TOWNSHIP OF DeWITT** (the "Township"), a Michigan charter township organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, and the **CITY OF LANSING** (the "City"), a Michigan municipal corporation (individually, a "Party" and collectively, the "Parties").

WHEREAS, Township and City seek a regional partnership that will retain and attract businesses and jobs related to, and encourage, economic growth in the City and Township; and

WHEREAS, The City and Township find that the conditional transfer of the Transferred Area (defined herein) from the Township to the City pursuant to this Agreement and law will assist economic development and benefit the residents of the City and Township, including revenue that will support economic development; and

WHEREAS, this is an Agreement economically beneficial to the entire Mid-Michigan region; and

WHEREAS, the Township and the City are municipal corporations organized and existing pursuant to the laws of this State and are "local units" within the meaning of PA 1984 No. 425 (MCL 124.21 et seq.) "Act 425"; and

WHEREAS, Act 425 enables such local units, by written contract, to conditionally transfer property and jurisdiction pertaining to such property for the purpose of an economic development project or projects and to secure various public improvements and infrastructure necessary to develop the conditionally transferred property; and, in addition, the Township and City have agreed upon certain factors prior to entering into this written Agreement conditionally transferring the property, and, pursuant to Act 425, the Township, before signing this Agreement, held a public hearing on the _____ day of _____, 2021, regarding this conditional transfer agreement, and the City of Lansing held a public hearing on the _____ day of _____, 20__ regarding this same Agreement, both preceded by Notice in accordance with the requirements of the Michigan Open Meetings Act;

WHEREAS, the Township and City further find that the conditional transfer of property from the Township to the City pursuant to this Agreement will provide for certain municipal services to the Transferred Area, will assist economic development and be beneficial to the residents of the Township and City, and will work to prevent conditions of unemployment;

WHEREAS, this Agreement is meant to strengthen a mutual relationship between Township and City.

NOW THEREFORE, and pursuant to Act 425 of 1984, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND REPRESENTATIONS

Section 1.1 Definitions.

- A. "Agreement" means this Agreement for Conditional Transfer of Property;
- B. "Transferred Area" means that portion of the Township legally described in Exhibit A and depicted in Exhibit B;
- C. "BWL" shall mean the Lansing Board of Water and Light, a City-owned municipal utility supplier;
- D. "Electric Service" means electric generation, transmission and distribution or any part thereof.
- E. "Company" means Emergent BioSolutions or any successor entity.
- F. "Tri-Party Development Agreement" means an agreement between the Parties and the Company which includes, *inter alia*, procedures and responsibilities relating to tax incentives and/or reimbursement of eligible brownfield costs.

Section 1.2 Representations.

The Township and the City represent that before entering into this Agreement the following factors were considered:

- A. Composition of the population; population density; land areas and land uses; assessed valuation; topography, natural boundaries and drainage basins; and past and probable future growth, including population increase and business and commercial development in the area, and the comparative data for the Township and the portion of the Township remaining after the transfer of the Transferred Area.
- B. The need for organized community services; the present costs and adequacy of governmental services in the Transferred Area; the practicality of supplying such services to the Transferred Area; the probable effect of the transfer and of the alternative courses of action on the costs and adequacy of services in the Transferred Area and on the remaining portion of the Township; the probable change in taxes and tax rate in the Transferred Area in relation to the benefits expected to accrue from such transfer; and the financial ability of the Township and the City by itself and through

its BWL to provide and maintain municipal and governmental services in the Transferred Area.

- C. The general effect upon the Parties of the transfer, and the relationship of the transfer to applicable land use plans.

ARTICLE II

AREA AND JURISDICTION TRANSFERRED

Section 2.1 Transfer of Property.

The Transferred Area consists of approximately 33.67 acres and shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City for the purposes specified in this Agreement.

Section 2.2 Jurisdiction – Governmental Services.

A. Water Distribution and Electric Service within the Transferred Area.

Public water distribution and electric service for the Transferred Area shall be provided by the City, subject to state law regarding any existing electrical franchises pertaining to existing electrical services. The Township consents to the use of public roads, rights-of-way and easements throughout the Township for purposes of extension of water and electric distribution systems to the Transferred Area. The Township agrees to support acquisition and/or permitting that may be needed to effectuate this provision. The Transferred Area shall be considered as being within the corporate limits and jurisdiction of the City for the purpose of constructing service lines and laterals on public property for connection with the City's water distribution system and electric service, respectively, and the conduct of a water and electric service utility business therein.

B. Sanitary Sewer Service

1. The City shall have exclusive jurisdiction over the sanitary sewer system within the Transferred Area.
2. All lands within the Transferred Area shall abide by the sanitary sewer ordinances, regulations, standards, and laws of the municipality providing sanitary sewer service.
3. Design of any public sanitary sewer system shall be in accordance with the requirements of the municipality which is to take ownership of said system, as well as the requirements of the State of Michigan.

The construction of a public sanitary sewer system may be accomplished through a "Letter of Intent", "Petition", or other public infrastructure funding mechanisms, allowed under municipal ordinances.

4. Private sanitary sewer connections to the public sanitary sewer systems shall be done in accordance with this agreement and the ordinances and laws of the municipality providing sanitary sewer service.
5. Approval and permitting of private plumbing systems in accordance with Section 2.2 (D)

C. Police and Fire Services.

In the Transferred Area, fire, emergency medical services, and police protection shall be provided by and under the jurisdiction of the City. 911 services shall be provided by Ingham County. Nothing in this Agreement shall be construed to modify or terminate the provisions of any fire or law enforcement mutual aid agreements or other agreements to which the City or Township is a party.

D. Administrative Code Enforcement.

Within the Transferred Area land state construction code (including issuance of building and other permits), electrical, mechanical, plumbing, housing and fire code, international property maintenance code, and rental code administration and enforcement shall be within the jurisdiction of the Township.

E. Storm Water Management.

For the purpose of storm water drainage and regulation the property shall remain as currently managed by Clinton County Drain Commissioner.

Section 2.3 Jurisdiction – Zoning and Land Use.

A. The zoning within the transferred area shall be under the jurisdiction of the City, but the City will maintain the most applicable zoning equivalent to that of the Township as of the effective date of the Agreement. In addition, the City and the Township shall:

1. Agree to discuss and review all changes in the configuration and use of the Transferred Area; and

2. Within six (6) months from the date of this Agreement, said the Parties shall develop a joint basic plan (also known as a comprehensive or master plan). Said plan shall take into consideration and, where possible, incorporate the Township's Comprehensive and South Central Area Plan and portions of the City Comprehensive Plan dealing with the Transferred Area, if any. Furthermore, this plan shall describe development objectives as well as explore funding resources for infrastructure (roads and utilities) necessary for development of vacant Airport property. The cost of comprehensive planning will be borne equally by the Township and City. The cost of such planning shall be equally divided between the Parties to this Agreement. The Parties also agree to review and update the Transferred Area Comprehensive Plan at least every five (5) years hereafter.

B. For purposes of preliminary and final site plan review relating to land uses within the Transferred Area, the Township shall be accorded agency status under the zoning and building codes of the City.

C. The City agrees to notify the Township of any new development or changes in operations that may affect residents living in the Township.

Section 2.4 Jurisdiction – Taxes and Assessments.

A. Real and Personal Property Taxing Jurisdiction.

For purposes of real and personal property assessment, taxation, and the granting of any tax exemptions except as provided in Section 2.6 the Transferred Area shall be considered to be within the City:

1. All real and personal property within the Transferred Area shall be taxed at millage rates levied by the City for City operations and any special voted millage.

B. City Income Tax Jurisdiction.

Effective January 1 in the first year after adoption of this Agreement, and for the remaining term of this Agreement and any extensions thereof, for purposes of City of Lansing income taxes, the 425 Area shall be within the corporate limits and jurisdiction of the City.

C. Special Assessments.

The Transferred Area shall be treated as being within the corporate limits and jurisdiction of the City for purposes of special assessments. In the event that a special assessment is levied in connection with sanitary sewer appurtenances for service to be provided by the Township, the City herewith consents that unpaid special assessments for that purpose shall constitute a lien on the property assessed in favor of the Township.

D. Drain Assessments.

The Transferred Property shall be considered as part of City for County or inter-county drain assessments or costs. All drain assessments will continue to be administered under the same procedures that are in place at the time of execution of the Agreement. The City agrees that any unpaid assessments levied by the Township for that purpose shall constitute a lien on the property assessed in favor of the Township.

Section 2.5 Jurisdiction – Rates, Connection Fees, and Electrical Service.

A. Utility and Other Services. All rates, charges and fees for solid waste disposal, recycling, electric services, chilled water and steam generation, and any other utility service provided by the City shall be calculated, levied and collected by the City and BWL in accordance with the then-current rates and ordinances applicable to other property within the corporate limits of the City, and as may be adjusted by the City and BWL pursuant to rate-making authority.

B. Connection Fees. Where required by ordinance or resolution, connection fees and capital charges for water and sanitary sewer connections in the Transferred Area shall be at the rates normally charged by the municipality which is providing said service, and shall belong to that entity.

Section 2.6 Liens for Utility Service.

Liens for electric and water service made against real property in the Transferred Area shall be created and remain in full force and effect as if the Transferred Area were within the corporate limits of the City, and liens for sanitary sewage disposal shall be created and remain in full force and effect as if the Transferred Area were located within the territorial limits of the entity providing said service.

Section 2.7. Utility Rights of Way.

A. The Township grants the right, power and authority to the City and BWL, a municipal utility, its successors and assigns (collectively the “City”) to construct, set, lay, operate, repair, maintain and use electric lines, consisting of poles, wires, cables, pipes, conduits, masts, towers, cross arms, guys, braces, feeders, transmission wires, transformers, and other electrical appliances, on, along, over, under, through and across the highways, streets, alleys, bridges, and other public places, for the sole purpose of providing electric utility service to the Transferred Area.

B. All utility infrastructure erected by the City within the Township shall be located so as not to cause unnecessary interference with the proper use of streets, alleys, and other public ways and places so as not to cause unnecessary interference with the rights or reasonable convenience of property owners who adjoin any streets, alleys or other public ways and places.

C. All City utility infrastructure to be erected under, at or on street crossings, highway crossings or railroad crossings including State, Turner and DeWitt Roads, shall be in full compliance as to construction as required by the laws of the State of Michigan and subject to the policies, procedures, rules and regulations of the Township and Clinton County.

D. The City shall at all times, to the extent allowed by law, keep and save the Township harmless and free from all costs, loss and damage to which the Township may be put by reason of the negligent construction and maintenance of City infrastructure, the erection and maintenance of which is hereby authorized. Provided, however, that this indemnification shall not in any manner abrogate or diminish the defense of sovereign immunity or governmental immunity of the parties to others.

E. The Township shall at all times, to the extent allowed by law, keep and save the City harmless and free from all costs, loss and damage to which the City may be put by reason of the negligent construction and maintenance of Township infrastructure, the erection and maintenance of which is hereby authorized. Provided, however, that this indemnification shall not in any manner abrogate or diminish the defense of sovereign immunity or governmental immunity of the parties to others.

Section 2.8 Voting.

Any qualified electors residing within the Transferred Area shall for voting purposes be considered to be qualified electors of the City entitled to vote in all City, State and Federal matters.

ARTICLE III

TAXES AND OTHER REVENUE

Section 3.1 Revenue Sharing and Taxing Collection.

During each year commencing with the year following the year in which this Agreement is adopted, and each year thereafter for the remaining term of this Agreement, the City shall remit from taxes collected to the Township:

A. For operating and special voted millage, fifty percent (50%) of all ad valorem property tax revenue collected on the taxable value of all real and taxable personal property within the Transferred Area, including all interest and penalties. The City shall retain one hundred percent (100%) of any debt millage.

B. Fifty percent (50%) of the City's industrial facilities tax revenue collected on all property within the Transferred Area, if any.

C. Fifty percent (50%) of all income tax revenue received by the City from within the Transferred Area.

D. Fifty percent (50%) of all other revenues or fees levied by the City excepting: fees and charges for utilities as provided in Section 2.5, fire and ambulance fees, and City infrastructure improvements as provided in Section 2.7.

E. Tax and collection administration fees shall be retained by the City of Lansing.

F. In the event there is a reduction of tax liability paid in previous years which is the result of an appeal to either the Michigan Tax Tribunal, the Michigan State Tax Commission, or any other body, the Township and City shall remit any sums paid to each under Section 3.1.A as adjudicated.

G. The Township shall remain responsible for all pending Michigan Tax Tribunal appeals at the time of this Agreement.

H. The Parties acknowledge and agree that City may grant tax incentives and/or the use of tax increment revenue to reimburse eligible brownfield costs for the benefit of the Company per a brownfield plan amended to include the Transferred Area pursuant to 1996 P.A. 381 (Brownfield) and/or 1974 P.A. 198 resulting in reduced tax revenue from Company to the Parties.

Section 3.2 Changes in Tax Structure.

A. Should any real or personal property taxes be reduced, limited or eliminated by the legislature with respect to any real or personal property or class of property subject to the tax sharing formula provided in this section, then any substitute tax, source of revenue, fee or payment in lieu of taxes which the legislature may provide or authorize the City to collect in lieu of said taxes shall likewise be allocated and remitted to the Township in an amount of 50% of collected revenues.

B. Except for reductions due to the application of 1996 P.A. 381 (Brownfield) and/or 1974 P.A. 198, during the term of the Agreement if any tax incentive and/or abatement results in a net reduction in existing revenue to the Township, the Township Board must agree in writing with the reduction in tax revenue or be made whole by the City of Lansing.

Section 3.3 Funds Related to Public Roads and Rights-of-Way.

The City shall be entitled to apply for, receive and retain all funds related to public roads and rights-of-way under its jurisdiction in the Transferred Area, except DeWitt, State, and Turner Road. These roads shall remain under the jurisdiction of the Clinton County Road Commission.

Section 3.4 Remittance of Taxes and Other Revenue.

The City shall remit to the Township, within sixty (60) days of the City's receipt of any taxes, substitute taxes, fees and other revenue (collectively, the "Tax and Other Revenue"), the Township's share of the Tax and Other Revenue.

Section 3.5 Audit Rights.

When remitting the Tax and Other Revenue to the Township, the City shall provide to the Township a detailed summary accounting of the Tax and Other Revenue. The Township shall be entitled, upon reasonable notice to the City, to inspect, examine and make copies of the City's books, documents and records of the Taxes and Other Revenue. The inspection shall occur at the City's offices. Any inspection, examination, or copying of the City's books, documents and records shall occur within three (3) years of the Township's receipt of the Taxes and Other Revenues.

ARTICLE IV

TERM, TERMINATION AND POST-TERMINATION JURISDICTION

4.1 Term of Agreement.

A. Initial Term. The initial term of this Agreement shall commence on the date set forth in Section 6.11 below, and shall terminate on December 31 of the fiftieth (50th) full calendar year following the effective date, unless renewed as provided herein.

B. Renewal. Pursuant to Section 2(2) of Act 425, MCL 124.22(2), the legislative bodies of the Township and City herewith agree to the renewal of this Agreement upon the same terms for an additional fifty (50) years (provided that the Agreement does not otherwise terminate prior to the expiration of its initial term) pursuant to Section 4.2, Subsections B through E below.

4.2 Termination, Rescission and Reversion of Property to the Township.

This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party:

A. By expiration of the term of this Agreement;

B. By mutual written agreement of the Parties;

C. By operation of law in the event a court of competent jurisdiction shall order the termination of this Agreement;

D. Material Breach of this Agreement by the City or Township. In the event such a breach occurs, the non-breaching Party shall inform the breaching Party in specific detail of the breach in writing and the steps that need to be taken to cure the breach. The breaching Party shall have one hundred eighty (180) days in which to cure the breach (the "Cure Period"). In the event the breach is not cured before expiration of the Cure Period, the non-breaching Party may seek an order terminating the Agreement from a court of competent jurisdiction.

E. Failure of the Parties to execute a Tri-Party Development Agreement with Company within one hundred eighty (180) days from the effective date of this Agreement.

4.3 Effect of Expiration, Termination or Non-renewal.

A. Jurisdiction. In the event of the termination of this Agreement upon expiration of its initial term without renewal thereof by the Township, the Transferred Area shall automatically, unconditionally and for all purposes be within the sole, complete and permanent jurisdiction of the City or its successor. Upon the termination of this Agreement upon the expiration of its renewal period, the Transferred Area will automatically, unconditionally and for all purposes be within the sole, complete and permanent jurisdiction of the City or its successor. Upon the occurrence of subsections B through E of subsection 4.2 above, the Transferred Area will become automatically, unconditionally and for all purposes returned to the sole, complete and permanent jurisdiction of the Township or its successor.

B. Rights After Expiration, Termination or Non-Renewal, Electrical or Other Utility Service. Regardless of the method of expiration, termination or non-renewal under this Agreement, nothing herein shall be construed as transferring ownership of the BWL electric system or any other City-owned utilities from ownership of the City or, in the event the Township is providing sanitary sewer service within the Transferred Area, nothing herein shall be construed as transferring ownership of the Township-owned sanitary sewer system from the ownership of the Township.

C. Continuation of Utilities After Expiration, Termination or Non-Renewal. After termination, expiration or non-renewal of this Agreement, Lansing may continue to provide electric services to property owners within the Township as may be permitted by law, at the rates as established by its BWL. As to other utility services, the entity providing utility service to the property within the Transferred Area, as may be permitted by law, may continue to provide such service at customer rates and fees charged to others within the party providing the service.

D. Special Assessment Collection and Payment. In the event the Transferred Property reverts to the Township upon termination, the Township shall remain obligated to collect any outstanding City special assessments and remit all proceeds to the City.

Section 4.4 Prohibition of Annexation.

While this Agreement is in effect, no other method of annexation or transfer shall take place as to any portion of the Transferred Area and the City shall take action to prevent and actively oppose annexation, transfer or detachment of any property located in the Township.

ARTICLE V

ENFORCEMENT

Section 5.1 Enforcement, Extension of Dates.

In the event of a dispute between the Parties arising under this Agreement, this Agreement may be enforced by either Party in an action commenced in the Circuit Court for the County of Clinton. The parties reserve the right to extend any date or deadline included in this Agreement, except the termination date. This right of extension shall also be available to the Parties if the Agreement, or any part thereof, is enjoined or stayed by a court of competent jurisdiction.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Amendment.

This Agreement may not be amended without the prior written approval of both the Township Board and the City Council. No third party shall have any vested rights by virtue of this Agreement.

Section 6.2 Notices.

Any notice, demand or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the Township:

DeWitt Charter Township Clerk

April 29, 2021
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1401 W. Herbison Road
DeWitt, Michigan 48820

DeWitt Charter Township Manager
1401 W. Herbison Road
DeWitt, Michigan 48820

DeWitt Charter Township Supervisor
1401 W. Herbison Road
DeWitt, Michigan 48820

If to the City:

City of Lansing Clerk
124 W. Michigan Avenue
Lansing, Michigan 48933

City of Lansing Attorney
124 W. Michigan Avenue
Lansing, Michigan 48933

The Parties may, by written notice, designate any further or different address to which subsequent notices, demands or communications may be given.

Section 6.3 Governing Law.

This Agreement has been executed and delivered and it shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the Parties created under this Agreement shall be considered as being performed in Clinton County, Michigan. The Parties agree that this Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of this Agreement.

Section 6.4 Binding Effect.

This Agreement shall be binding upon the Parties hereto, their successors and assigns. This Agreement is executed by the City for and on its own behalf and on behalf of its BWL and shall be binding upon BWL and its officers and employees.

Section 6.5 Assignment.

No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the specific written consent of both Parties hereto.

Section 6.6 Severability.

In the event any provision of this Agreement is held to be unenforceable or any portion of the Transferred Area is held to be invalidly transferred for any reason, the unenforceability or invalidity thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms; except, in the event this Agreement is held to be void in its entirety, the Transferred Area shall return to the Township's complete jurisdiction, except for the City's jurisdiction over the electric systems within the area. If, because of the invalidity of any part of this Agreement or Agreements referenced herein, either Party determines that the material purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.

Section 6.7 Articles and Other Headings.

The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.8 Counterparts.

This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

Section 6.9 Entire Agreement.

This Agreement supersedes all previous and contemporaneous contracts and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or reference herein shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 6.10 Allocation of Cost of Litigation.

In the event a lawsuit or action is filed challenging this Agreement, the City and Township shall each bear its own costs of such suit or proceedings, including attorney fees. If, after conclusion of the lower court proceedings, one of the Parties desires to further proceed on appeal, and the other Party declines, the party desiring to proceed shall bear all remaining costs. Settlement of any dispute filed concerning this Agreement shall be approved by both the Lansing City Council and the DeWitt Charter Township Board.

Section 6.11 Filing and Effective Date.

In accordance with Act 425, following the execution of this Agreement by the Township and the City, duplicate originals of the Agreement shall be filed with the Clerk of Ingham County and with the Michigan Secretary of State. This Agreement, certified by the County Clerk or Secretary of State, shall be *prima facie* evidence of the conditional transfer of the Transferred Area. This Agreement shall be effective on the date it is filed with the Ingham County Clerk and Secretary of State.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written by authority of the respective City Council and Township Board.

**DeWITT CHARTER TOWNSHIP, a
Michigan charter township**

**CITY OF LANSING, a Michigan municipal
corporation**

By: _____
_____, Supervisor

By: _____

And: _____
_____, Clerk

And: _____

APPROVED AS TO FORM:

DeWITT CHARTER TOWNSHIP ATTORNEY:

By: _____

AND:

LANSING CITY ATTORNEY:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF TRANSFERRED AREA

COMBINED PARCEL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 32, T.5 N.-R.2 W., TOWNSHIP OF DEWITT, CLINTON COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE N.02°03'32"E., ON THE NORTH & SOUTH 1/4 LINE OF SAID SECTION, 1062.07 FEET TO THE SOUTH LINE AS DESCRIBED IN A 'COVENANT DEED' RECORDED AS DOCUMENT #5135201 OF CLINTON COUNTY RECORDS; THENCE ON SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES: (1) 198.27 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 595.55 FEET, AND A LONG CHORD WHICH BEARS N.68°18'12"E., 197.35 FEET TO A POINT OF TANGENCY; (2) THENCE N.58°46'04"E., 33.49 FEET TO A POINT OF CURVATURE; (3) THENCE 272.62 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 495.55 FEET, AND A LONG CHORD WHICH BEARS N.74°31'41"E., 269.20 FEET TO A POINT OF TANGENCY; (4) THENCE S.89°42'42"E., ON A LINE PARALLEL WITH AND 99.50 FEET SOUTH OF THE EAST & WEST 1/8 LINE OF SAID SECTION, 572.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEWITT ROAD (BEING 66' WIDE AND ABANDONED BY RESOLUTION RECORDED AS DOCUMENT #5138451 OF CLINTON COUNTY RECORDS); THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE OF ABANDONED DEWITT ROAD THE FOLLOWING THREE (3) COURSES: (1) S.27°13'28"E., 335.08 FEET TO A POINT OF CURVATURE; (2) THENCE 340.76 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 734.32 FEET, AND A LONG CHORD WHICH BEARS S.13°55'49"E., 337.71 FEET TO A POINT OF TANGENCY; (3) THENCE S.00°38'10"E., 44.89 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DEWITT ROAD; THENCE CONTINUING S.00°38'10"E., ON SAID WESTERLY RIGHT-OF-WAY LINE, 534.20 FEET; THENCE N.89°43'51"W., PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 646.75 FEET; THENCE S.00°09'58"W., 22.57 FEET TO SAID SOUTH SECTION LINE; THENCE N.89°43'51"W., ON SAID SOUTH SECTION LINE, 632.45 FEET TO THE NORTH 1/4 CORNER OF SECTION 5, T.4 N.-R.2 W.; THENCE CONTINUING N.89°43'51"W., ON SAID SOUTH SECTION LINE, 6.40 FEET TO THE POINT OF BEGINNING; CONTAINING 33.67 ACRES OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT B

DEPICTION OF TRANSFERRED AREA

EXHIBIT B

